

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

In re:

Anthony P. Rufo,
Respondent.

NOTICE OF INTENT TO REVOKE MORTGAGE AGENT LICENSE AND NOTICE OF RIGHT TO REQUEST HEARING

The licensing and regulation of mortgage brokers and mortgage agents in the State of Nevada is governed by Chapter 645B of the Nevada Revised Statutes (hereinafter "NRS") and Chapter 645B of the Nevada Administrative Code (hereinafter "NAC"). The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter the "Division") has the general duty to exercise supervision and control over mortgage brokers and mortgage agents, as well as mortgage broker and mortgage agent activity. See NRS 645B.060(1), NRS 645B.670 and NRS 645B.690. Pursuant to that authority, the Division makes the following Factual Allegations, Violations of Law, and Order:

FACTUAL ALLEGATIONS

1. On or about October 26, 2004, Anthony P. Rufo (hereinafter "Respondent") was issued a mortgage agent license (License No. 27130) by the Division pursuant to Chapter 645B of NRS.

2. On approximately October 29, 2007 Respondent failed to renew his mortgage agent license with the Division and the status of his license was classified as "cancelled and/or closed" until approximately February 10, 2010 when, following reapplication,

1 Respondent was re-issued a mortgage agent license by the Division pursuant to Chapter
2 645B of NRS. The Division currently classifies Respondent's license as "active."

3 3. On or about August 10, 2010, Division learned that:

4 a. On August 5, 2010, Respondent pled guilty to one charge of conspiracy
5 to commit mail and wire fraud in violation of Title 18, United States Code, Sections 1341,
6 1343, and 1349, in U.S. District Court, District of Nevada, Case Number 2:10-CR-00306-
7 PMP-LRL (a true and correct copy of the "Plea Memorandum" is attached hereto as Exhibit A
8 and incorporated herein by reference as though set forth in full);

9 b. The underlying charges in Case Number 2:10-CR-00306-PMP-LRL arise
10 out of Respondent's knowing, willful, and unlawful conspiracy with others in order for
11 Respondent and his co-conspirators to obtain residential mortgages by fraudulent means and
12 to use part of the proceeds from the mortgages for their personal use between
13 January 1, 2007 and December 31, 2008 (a true and correct copy of the "Criminal Indictment
14 in Case Number 2:10-CR-00306-PMP-LRL" are attached hereto as Exhibit B and
15 incorporated herein by reference as though set forth in full); and
16

17 c. Conspiracy to commit mail and wire fraud was and is a crime involving
18 fraud, dishonesty, or a breach of trust.
19

20 4. Pursuant to NRS 645B.060(2)(c), the Division is charged with conducting "...such
21 investigations as may be necessary to determine whether any person has violated any provision
22 of this chapter, a regulation adopted pursuant to this chapter...or an order of the
23 Commissioner."

24 5. Pursuant to NRS 645B.060(2)(e), the Division is further charged with conducting
25 "...such other investigations, periodic or special audits, investigations and hearings as may be
26 necessary and proper for the efficient administration of the laws of this State regarding
27 mortgage brokers and mortgage agents..."
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1 6. After receiving the above-referenced information, the Division conducted an
2 investigation of the allegations in question which revealed, among other things, that:

3 a. From on or about January 2007 through December 31, 2008, Respondent
4 conspired with others to fraudulently obtain residential mortgages by fraudulent means and to
5 use part of the proceeds from the mortgages for their personal use;

6 b. As part of the conspiracy, the co-conspirators recruited people to be the
7 buyers of houses in name only (hereinafter "strawbuyers") while the Respondent and his co-
8 conspirators intended to control the ownership interests of the houses and divert money from
9 the mortgage loans used to purchase those houses for their own personal use;

10 c. It was further part of the conspiracy that the Respondent and his co-
11 conspirators knowingly made, and caused to be made, materially false and fraudulent
12 statements in the buyers' loan applications and supporting documentation, including
13 statements of the buyers' employment, income, assets, intent to live in the residence, and the
14 appraised value of the property, and caused the loan applications and supporting documents
15 to be submitted to mortgage companies that were federally insured and also to those that
16 were not federally insured.;

17 d. On or about February 2008, Respondent acting as the real estate agent,
18 and his co-conspirators fraudulently caused a loan application to be submitted to Direct Equity
19 Mortgage, on behalf of strawbuyer A.N., for the purpose of securing funding for a mortgage to
20 finance the purchase of 32 East Serene, Unit 319, Las Vegas, Nevada. The Respondent and
21 his co-conspirators further caused a material misrepresentation to be made on the application
22 by falsely and fraudulently stating that strawbuyer A.N. was an employee of Almari
23 Corporation, when they knew A.N. was not employed there, and also falsely and fraudulently
24 submitted fraudulent IRS Form W-2's and pay check stubs from Almari Corporation with the
25 loan application;
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1 e. The submission of the loan application and the material misrepresentation
2 relating to the strawbuyer's employment caused: (a) the escrow for the purchase of 32 East
3 Serene, Unit 319 to be closed; (b) Direct Equity Mortgage to issue the mortgage; and (c)
4 mailings to be sent and wire communications to be made of matters related to the loans
5 issued to finance 32 East Serene, Unit 319, 32 East Serene, Unit 201, and 20 East Serene,
6 Unit 201;

7 f. In all of the aforementioned actions Respondent acted with the intent to
8 defraud;

9 g. The above-described conduct illustrates that Respondent knowingly
10 executed and attempted to execute a scheme and artifice to defraud a financial institution and
11 obtain money, funds, assets, and property by means of false and fraudulent pretenses,
12 representations, and promises; and

13 h. As a result of the above-mentioned conduct, on August 5, 2010,
14 Respondent pled guilty to one count of Conspiracy to Commit Mail Fraud and Wire Fraud in
15 violation of Title 18, United States Code, Sections 1341, 1343, and 1349 and agreed to the
16 forfeiture of property set forth in the Forfeiture Allegations of the Criminal Indictment . See
17 Exhibit B.

18
19 7. Pursuant to NRS 645B.670, "[f]or each violation committed by a mortgage agent,
20 the Commissioner may impose upon the mortgage agent an administrative fine of not more
21 than \$25,000 may suspend, revoke or place conditions upon the mortgage agent's license, or
22 may do both, if the mortgage agent, whether or not acting as such...[h]as been convicted of,
23 or entered a plea of guilty or nolo contendere to, a felony in a domestic, foreign or military
24 court within the 7 years immediately preceding the date of the application, or at any time if
25 such felony involved an act of fraud, dishonesty or a breach of trust, or money laundering."
26 See NRS 645B.670(3)(e).
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VIOLATIONS OF LAW

After investigating this matter, the Division determined that:

1. On August 5, 2010, a Plea Memorandum in the Criminal Case, U.S.A. vs. Anthony Rufo Case No. 2:10-CR-0306 (Exhibit A) was entered as a result of Respondent's entry of a guilty plea to the felony crime of conspiracy to commit mail fraud and wire fraud, in violation of 18 U.S.C. 1341, 1343, and 1349;

2. The above-referenced plea is a result of Respondent's knowing execution and attempted execution of a scheme and artifice to defraud a financial institution and to obtain money, funds, assets, and property by means of false and fraudulent pretenses, representations, and promises; and

3. As a result, Respondent was convicted of, or entered a plea of guilty or nolo contendere to, a felony involving an act of fraud, dishonesty or a breach of trust, or money laundering, in violation of NRS 645B.670(3)(e).

ORDER

NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS, pursuant to NRS 645B.750, that upon written application to the Division within **twenty (20) days** of the date of this Order, Respondent shall be entitled to a hearing with regards to the contents of this Order referenced hereafter. At that hearing the Division will seek to:

Revoke Respondent's mortgage agent license for Respondent's multiple violations of NRS 645B.0147 and NRS 645B.670, and will also seek to recover the Division's investigative costs in the amount of Two Hundred Forty Dollars and No Cents (\$240.00) as well as the Division's attorney's fees, if any, incurred herein, to be proven at the hearing or upon the filing of a proper affidavit.

Should Respondent not request a hearing within **twenty (20) days** of the date of this Order, the Division will enter a Final Order in this matter against Respondent, as required by

1 NRS 645B.750(2).

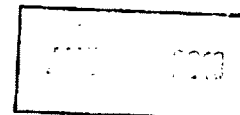
2 Dated this 4th day of October, 2010.

3 State of Nevada
4 Department of Business and Industry
5 Division of Mortgage Lending

6 By: Joseph L. Waltuch
7 Joseph L. Waltuch, Commissioner
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Exhibit A

FILED



CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA

DANIEL G. BOGDEN
United States Attorney
LUCAS M. FOLETTA
Assistant United States Attorney
333 Las Vegas Boulevard South
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Las Vegas, Nevada 89101
(702) 388-6336

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

-oOo-

UNITED STATES OF AMERICA,

Plaintiff,

vs

ANTHONY RUFO,

Defendant.

CASE NO 2:10-cr-00306-PMP-LRL
PLEA MEMORANDUM

The United States of America, by and through Daniel G. Bogden, United States Attorney, and Lucas M. Foletta, Assistant United States Attorney, the defendant, ANTHONY RUFO, and the defendant's attorney, Sean Sullivan, submit this plea memorandum.

I. PLEA AGREEMENT

The United States and the defendant have reached the following plea agreement, which is not binding on the court:

A. The Plea

1. Defendant will plead guilty to a Criminal Information charging Defendant with Conspiracy to Commit Mail and Wire Fraud, in violation of Title 18, United States Code, Section 1349. Defendant also agrees to the forfeiture of the property set forth in the Forfeiture Allegations of the Criminal Information and Plea Memorandum.

1 **B. Additional Charges**

2 2. The United States will bring no additional charge or charges against the defendant
3 arising out of the investigation in the District of Nevada that culminated in this Plea Memorandum.

4 **C. Sentencing Guideline Calculations**

5 3. Defendant understands that the Court is required to consider United States Sentencing
6 Guidelines ("U.S.S.G." or "Sentencing Guidelines") among other factors in determining the
7 defendant's sentence. Defendant understands that the Sentencing Guidelines are advisory, and that
8 after considering the Sentencing Guidelines, the Court may be free to exercise its discretion to impose
9 any reasonable sentence up to the maximum set by statute for the crimes of conviction.

10 4. The parties agree that the following calculations of the United States Sentencing
11 Guidelines apply:

12	Base Offense Level (U.S.S.G. §2B1.1(a)):	7
13	Loss Amount of \$400,000 to \$1,000,000	
14	(U.S.S.G. §2B1.1(b)(1)(H)):	14
15	Acceptance of Responsibility	
16	(U.S.S.G. §3E1.1(a) & (b)):	(2)
17	TOTAL	18

18 5. Pursuant to U.S.S.G. §3E1.1(a), the United States will recommend that the defendant
19 receive a two (2) level adjustment for acceptance of responsibility unless Defendant (a) fails to make
20 a complete factual basis for the guilty plea at the time it is entered; (b) is untruthful with the Court or
21 probation officers; (c) denies involvement in the offense or provides conflicting statements regarding
22 defendant's involvement; (d) attempts to withdraw the guilty plea; (e) engages in criminal conduct;
23 (f) fails to appear in court; or (g) violates the conditions of defendant's pretrial release conditions.

24 6. Pursuant to U.S.S.G. §3E1.1(b), the United States will, in its sole discretion, make
25 a motion for an additional one-level adjustment for acceptance of responsibility prior to sentencing
26 if the defendant timely notifies the United States of the defendant's intention to plead guilty, thereby

1 permitting the United States to avoid preparing for trial and allowing for the efficient allocation of
2 resources.

3 7. Defendant's Criminal History Category will be determined by the court.

4 **D. Other Sentencing Matters**

5 8. The United States will recommend that the defendant be sentenced to the low end of
6 the Guideline range unless the defendant commits any of the acts that could result in a loss of the
7 downward adjustment for acceptance of responsibility.

8 9. Defendant may seek a downward adjustment pursuant to 18 U.S.C. § 3553.

9 10. The parties agree that the Guideline calculations are based on information now known
10 and could change upon investigation by the United States Probation Office. It is possible that factors
11 unknown or unforeseen by the parties to the plea agreement may be considered in determining the
12 offense level, specific offense characteristics, and other related factors. In that event, the defendant
13 will not withdraw the defendant's plea of guilty. Both the defendant and the United States are free
14 to: (a) supplement the facts by supplying relevant information to the United States Probation Office
15 and the court, and (b) correct any and all factual misstatements relating to the calculation of the
16 sentence. The government, however, agrees to seek a sentence based upon the offense level agreed
17 to by the parties in this plea agreement.

18 11. The stipulations in this agreement do not bind either the United States Probation
19 Office or the Court. Both defendant and the United States are free to: (a) supplement the facts by
20 supplying relevant information to the United States Probation Office and the court, and (b) correct
21 any and all factual misstatements relating to the calculation of the sentence.

22 **E. Fines and Special Assessment**

23 12. Defendant agrees that the Court may impose a fine due and payable immediately upon
24 sentencing.

25 13. Defendant will pay the special assessment of \$100 per count of conviction at the time
26 of sentencing.

1 **F. Restitution**

2 14. Defendant agrees to make full restitution in an amount to be determined by the Court,
3 which defendant agrees shall include all relevant conduct as determined by the Court. In return for
4 defendant agreeing to make restitution for relevant conduct, the United States agrees not to bring
5 charges against defendant for the conduct giving rise to the relevant conduct. Defendant understands
6 that any restitution imposed by the Court may not be discharged in whole or in part in any present or
7 future bankruptcy proceeding.

8 **G. Forfeiture**

9 15. In consideration for the government agreeing to the terms of this plea agreement,
10 Defendant knowingly and voluntarily agrees to the abandonment, the civil administrative forfeiture,
11 the civil judicial forfeiture, or the criminal forfeiture money judgment of \$300,000 in United States
12 Currency ("property"), in addition to any order of restitution even though the amount of restitution
13 may differ from the amount of forfeiture. Defendant agrees that Defendant will ask the Court to
14 impose an order of forfeiture in the amount stated above and will not ask the Court to adjust the
15 amount in any respect. The defendant admits that if the case were to proceed to trial, the government
16 could prove forfeiture in excess of the amount stated here.

17 16. Defendant knowingly and voluntarily agrees to abandon or to forfeit the property to
18 the United States.

19 17. Defendant knowingly and voluntarily agrees to relinquish all right, title, and interest
20 in the property.

21 18. Defendant knowingly and voluntarily agrees to waive the defendant's right to any
22 abandonment proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture
23 proceedings, or any criminal forfeiture proceedings ("proceedings") of the property.

24 19. Defendant knowingly and voluntarily agrees to waive service of process of any and
25 all documents filed in this action or any proceedings concerning the property arising from the facts
26 and circumstances of this case.

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1 20. Defendant knowingly and voluntarily agrees to waive any further notice to the
2 defendant, the defendant's agents, or the defendant's attorney regarding the abandonment or the
3 forfeiture and disposition of the property.

4 21. Defendant knowingly and voluntarily agrees not to file any claim, answer, petition,
5 or other documents in any proceedings concerning the property.

6 22. Defendant knowingly and voluntarily agrees to waive the statute of limitations, the
7 CAFRA requirements, Fed. R. Crim. P. 7(c)(2), 32.2(a), and 32.2(b)(3), and the constitutional due
8 process requirements of any abandonment proceeding or any forfeiture proceeding concerning the
9 property.

10 23 Defendant knowingly and voluntarily agrees to waive the defendant's right to a jury
11 trial on the forfeiture of the property.

12 24. Defendant knowingly and voluntarily agrees to waive (a) all constitutional, legal,
13 and equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim
14 concerning, and (c) any claim or defense under the Eighth Amendment to the United States
15 Constitution, including, but not limited to, any claim or defense of excessive fine in any proceedings
16 concerning the property.

17 25. Defendant knowingly and voluntarily agrees to the entry of an Order of Forfeiture
18 of the property to the United States.

19 26. Defendant knowingly and voluntarily agrees and understands the abandonment, the
20 civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the property
21 shall not be treated as satisfaction of any assessment, fine, restitution, cost of imprisonment, or any
22 other penalty this Court may impose upon the defendant in addition to the abandonment or the
23 forfeiture.

24 **H. Waiver of Appeal**

25 27. In exchange for the concessions made by the United States in this plea agreement,
26 Defendant knowingly and expressly waives the right to appeal any sentence that is imposed within the

1 applicable Sentencing Guideline range as calculated by the Court, further waives the right to appeal
2 the manner in which that sentence was determined on the grounds set forth in Title 18, United States
3 Code, Section 3742, and further waives the right to appeal any other aspect of the conviction or
4 sentence, including any order of restitution and forfeiture. Defendant reserves only the right to appeal
5 any portion of the sentence that is an upward departure from the applicable Sentencing Guideline
6 range calculated by the Court.

7 28. Defendant also waives all collateral challenges, including any claims under 28 U.S.C.
8 § 2255, to the defendant's conviction, sentence and the procedure by which the court adjudicated guilt
9 and imposed sentence, except non-waivable claims of ineffective assistance of counsel.

10 29. Notwithstanding the stipulations in this agreement, the parties are free to argue on
11 appeal and collateral review that the Court's sentencing guidelines calculations are not error.
12 However, each party agrees to maintain its view that the calculation in paragraph I.C.4 are consistent
13 with the facts of this case.

14 **I. Additional Promises, Agreements, and Conditions**

15 30. In exchange for the United States entering into this agreement, Defendant agrees that
16 (a) the facts set forth in Section IV of this Plea Agreement shall be admissible against the defendant
17 under Fed. R. Evidence. 801(d)(2)(A) in the following circumstances: (1) for any purpose at
18 sentencing; and (2) in any subsequent proceeding, including a trial in the event the defendant does not
19 plead guilty or withdraws the defendant's guilty plea, to impeach or rebut any evidence, argument or
20 representation offered by or on the defendant's behalf; and (b) the defendant expressly waives any and
21 all rights under Fed. R. Criminal P. 11(f) and Fed. R. Evid. 410 with regard to the facts set forth in
22 Section IV of the Plea Agreement to the extent set forth above.

23 31. The parties agree that no promises, agreements, and conditions have been entered into
24 other than those set forth in this plea memorandum, and will not be entered into unless in writing and
25 signed by all parties.

26

1 **J. Limitations**

2 32. This Plea Agreement is limited to the United States Attorney's Office for the District
3 of Nevada and cannot bind any other federal, state or local prosecuting, administrative, or regulatory
4 authority. But, this Plea Memorandum does not prohibit the United States through any agency thereof,
5 the United States Attorney's office for the District of Nevada, or any third party from initiating or
6 prosecuting any civil proceeding directly or indirectly involving the defendant, including but not
7 limited to, proceedings under the False Claims Act relating to potential civil monetary liability or by
8 the Internal Revenue Service relating to potential tax liability.

9 **K. Cooperation**

10 33. Defendant agrees, if requested by the United States, to provide complete and truthful
11 information and testimony concerning Defendant's knowledge of all other persons who are
12 committing or have committed offenses against the United States or any state, and agrees to cooperate
13 fully with the United States and any state and local agencies in the investigation and prosecution of
14 such persons. Defendant agrees that the information provided can be used against the defendant to
15 establish relevant conduct for sentencing purposes.

16 34. In the event the United States Attorney decides in the sole discretion of the United
17 States Attorney that the assistance provided by Defendant amounts to "substantial assistance" pursuant
18 to U.S.S.G. § 5K1.1, the United States will timely file a motion for downward departure from the
19 applicable Guideline calculation. The Court has the sole discretion to grant such a motion.

20 35. Defendant agrees that a motion for downward departure based on substantial
21 assistance shall not be made under any circumstances unless Defendant's cooperation is deemed to
22 be substantial assistance by the United States Attorney. The United States has made no promise,
23 implied or otherwise, that Defendant will be granted a departure for substantial assistance. Further,
24 no promise has been made that such a motion will be made even if Defendant complies with the terms
25 of this Plea Agreement in all respects but has been unable to provide substantial assistance as
26 determined in the sole discretion of the United States Attorney.

1 36. The United States agrees to consider the totality of the circumstances, including but
2 not limited to, the following factors, in determining whether, in the sole discretion of the United States
3 Attorney, Defendant has provided substantial assistance which would merit a motion by the United
4 States for a downward departure from the applicable Guideline:

5 a. The United States' evaluation of the significance and usefulness of
6 Defendant's assistance;

7 b. The truthfulness, completeness, and reliability of any information or testimony
8 provided by Defendant;

9 c. The nature and extent of Defendant's assistance;

10 d. Any injury suffered, or any danger or risk of injury to Defendant or
11 Defendant's family resulting from Defendant's assistance; and

12 e. The timeliness of Defendant's assistance.

13 37. Defendant agrees that in the event the United States files a downward departure
14 motion based upon Defendant's substantial assistance, the United States reserves the right to make
15 a specific recommendation to the Court regarding the extent of such a departure. Defendant
16 understands and agrees that the final decision as to how much of a departure, if any, is warranted rests
17 solely with the Court.

18 38. Defendant agrees that if the United States determines that Defendant has not provided
19 full and truthful cooperation, or has committed any federal, state or local crime between the date of
20 this agreement and defendant's sentencing, or has otherwise violated any provision of this agreement,
21 then (a) the agreement and any of its obligations hereunder may be voided by the United States in its
22 sole discretion, (b) defendant may not withdraw the guilty plea, and (c) defendant shall be subject to
23 prosecution for all federal criminal offenses of which the United States has knowledge, including but
24 not limited to, perjury and obstruction of justice. Any such prosecution may be based upon any
25 information provided by Defendant or leads derived therefrom.
26

II. PENALTY

39. The maximum penalty for a violation of Title 18, United States Code, Section 1349, is imprisonment for not more than thirty (30) years, a fine of not more than \$1,000,000, or both. Defendant is subject to supervised release for a term of not greater than five (5) years.

40. Supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

41. Defendant must pay a special assessment of one-hundred dollars (\$100.00) for each count of conviction.

42. Defendant is required to pay for the costs of imprisonment, probation, and supervised release, unless the defendant establishes that the defendant does not have the ability to pay such costs, in which case the court may impose an alternative sanction such as community service.

III. ELEMENTS

43. The essential elements of the offense of Conspiracy to Commit Mail and Wire Fraud, in violation of 18 U.S.C. § 1349, are as follows: ~~UNRECORDED~~; Early 2007

First, beginning in or about ~~January 1, 2006~~ 1 ~~congress~~ month/year and continuing through in or about December 31, 2008, there was an agreement between two or more persons to commit at least one crime as charged in the information, in this case, Mail and Wire Fraud; and

Second, the defendant became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it.

IV. FACTS

44. Defendant is pleading guilty because the defendant is guilty of the charged offense.

45. In pleading to the offense, Defendant acknowledges that if the defendant elected to go to trial instead of entering this plea, the United States could prove facts sufficient to establish defendant's guilt beyond a reasonable doubt.

1 46. Defendant specifically admits and declares under penalty of perjury that all of the
2 facts set forth below are true and correct: *Early 2007*

3 47. From on or about January 1, 2006, through December 31, 2008, in the Federal
4 District of Nevada, defendant conspired with others to fraudulently obtain residential mortgages in
5 order to obtain proceeds from the mortgages for their personal use.

6 48. As part of the conspiracy, the coconspirators recruited people to be the buyers for
7 houses in name only ("strawbuyers") while coconspirators intended to control the ownership
8 interests of the houses and obtain proceeds from the mortgage loans for their own use.

9 49. It was further part of the conspiracy that the defendant and his co-conspirators
10 knowingly made, and caused to be made, material false and fraudulent statements in the buyers'
11 loan applications and supporting documentation, including statements of the buyers' employment,
12 income, assets, intent to live in the residence, and the appraised value of the property, and caused
13 the loan applications and supporting documents to be submitted to mortgage companies that were
14 federally insured and to mortgage companies that were not federally insured.

15 50. More specifically, on February 19, 2008, the defendant, acting as the real estate
16 agent, and his coconspirators fraudulently caused a loan application to be submitted to Direct
17 Equity Mortgage on behalf of Alexi Noa, who acted as a strawbuyer, for the purpose of securing
18 funding for a mortgage to finance the purchase of 32 East Serene, Unit 319, Las Vegas, Nevada.
19 He and his coconspirators further caused a material misrepresentation to be made on the
20 application by falsely and fraudulently causing to be stated there that Noa was an employee of
21 Almari Corporation, when they then and there knew she was not employed there. They further
22 falsely and fraudulently caused to be submitted with the loan application fraudulent IRS Form W-
23 2s and pay check stubs from Almari Corporation.

24 51. The submission of the loan application and the material misrepresentation relating
25 to Noa's employment caused: (a) the escrow for the purchase of 32 East Serene, Unit 319 to be
26 closed; (b) the mortgage loan to be issued from Direct Equity Mortgage; and (c) mailings to be

1 sent and wire communications to be made of matters related to the loan issued to finance 32 East
2 Serene, Unit 319.

3 52. In addition to the foregoing, on or about the following dates, in furtherance of the
4 conspiracy and to effect the objects of the conspiracy, at least one member of the conspiracy
5 submitted, and caused to be submitted, a loan application and supporting documentation
6 containing materially false and fraudulent representations to obtain mortgage loans, and further
7 caused mailings to be sent and wire communications to be made of matters related to the loans, to
8 purchase the following properties:

9	<u>Date</u>	<u>Property</u>	<u>Mortgage Company</u>
10	01/28/08	32 East Serene, Unit ³¹⁰ 201 , LV, NV	Direct Equity Mortgage
11	01/29/08	20 East Serene, Unit ⁴⁰⁸ 201 , LV, NV	Direct Equity Mortgage

12 53. In addition to the misrepresentations described above, the defendant diverted
13 proceeds of the mortgages for his own use.

14 54. In all of the aforementioned actions the defendant acted with the intent to
15 defraud.

16 V. ACKNOWLEDGMENT

17 55. Defendant acknowledges by the defendant's signature below that defendant has
18 read this Memorandum of Plea Agreement, that defendant understands the terms and conditions,
19 and the factual basis set forth herein, that defendant has discussed these matters with defendant's
20 attorney, and that the matters set forth in this memorandum, including the facts set forth in Part IV
21 above are true and correct.

22 56. Defendant acknowledges that defendant has been advised, and understands, that
23 by entering a plea of guilty the defendant is waiving, that is, giving up, certain rights guaranteed to
24 the defendant by law and by the Constitution of the United States. Specifically, Defendant is
25 giving up:

26 a. The right to be indicted by a federal grand jury;

- 1 b. The right to proceed to trial by jury on the original charges, or to a trial by
2 a judge if defendant and the United States both agree;
- 3 c. The right to confront the witnesses against the defendant at such a trial,
4 and to cross-examine them;
- 5 d. The right to remain silent at such trial, with such silence not to be used
6 against defendant in any way;
- 7 e. The right, should defendant so choose, to testify in defendant's own behalf
8 at such a trial;
- 9 f. The right to compel witnesses to appear at such a trial, and to testify in
10 defendant's behalf; and
- 11 g. The right to have the assistance of an attorney at all stages of such
12 proceedings.
- 13 57. Defendant, defendant's attorney, and the attorney for the United States
14 acknowledge that this Plea Memorandum contains the entire agreement negotiated and agreed to
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1 by and between the parties, and that no other promise has been made or implied by either the
2 defendant, the defendant's attorney, or the attorney for the United States.
3
4

DANIEL G. BOGDEN
United States Attorney

5
6 6/16/10
7 DATED


LUCAS M. FOLETTA
Assistant United States Attorney

8
9
10 6/14/10
11 DATED


SEAN SULLIVAN
Counsel for Defendant

12
13 6-14-2010
14 DATED


ANTHONY RUFO
Defendant

Exhibit B

FILED

AUG 5 2010

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA
DEPUTY

DANIEL G. BOGDEN
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333 Las Vegas Blvd., S., Suite 5000
Las Vegas, Nevada 89101
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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

-oOo-

UNITED STATES OF AMERICA,

PLAINTIFF,

VS.

ANTHONY RUFO,

DEFENDANT.

CRIMINAL INFORMATION

CASE NO. 2:10-cr-00306-PMP-LRL

VIOLATION:

18 U.S.C. § 1349 - Conspiracy to Commit
Mail and Wire Fraud

THE UNITED STATES ATTORNEY FOR THE DISTRICT OF NEVADA CHARGES THAT:

COUNT ONE

Conspiracy to Commit Mail and Wire Fraud

1. From on or about January 1, 2006, to on or about December 31, 2008, in the state and
Federal District of Nevada,

ANTHONY RUFO,

defendant herein, did knowingly, willfully, and unlawfully conspire with others to commit the
following offenses against the laws of the United States, namely, Mail and Wire Fraud, in violation
of Title 18, United States Code, Sections 1341 and 1343.

1 The Object of the Conspiracy

2 2. The object of the conspiracy was for the defendant and the defendant's
3 coconspirators to obtain residential mortgages by fraudulent means and to use part of the proceeds
4 from the mortgages for their personal use.

5 Manner, Means and Overt Acts

6 3. The manner and means by which the objectives of the conspiracy were
7 accomplished include, but were not limited to, the following, which acts constitute overt acts in
8 furtherance of the conspiracy.

9 a. the defendant and his coconspirator(s) solicited people to be the buyers of
10 houses in name only ("straw buyers") while the defendant and his coconspirators intended to
11 control the ownership interests of the houses and divert money from the mortgage loans used to
12 purchase those houses for their own use.

13 b. The defendant and his coconspirators caused straw buyers to apply for
14 mortgage loans to purchase properties.

15 c. The defendant and his coconspirators knowingly caused materially false
16 information to be placed in the buyers' mortgage loan applications and supporting documentation,
17 including but not limited to the following: the buyers' places of employment, income, assets, intent
18 to live in the houses, and the appraised value of the houses.

19 d. More specifically, on February 19, 2008, the defendant, acting as the real
20 estate agent, and his coconspirators fraudulently caused a loan application to be submitted to
21 Direct Equity Mortgage on behalf of A.N., who acted as a straw buyer, for the purpose of securing
22 funding for a mortgage to finance the purchase of 32 East Serene, Unit 319, Las Vegas, Nevada.
23 He and his coconspirators further caused a material misrepresentation to be made on the
24 application by falsely and fraudulently causing to be stated there that A.N. was an employee of
25 Almari Corporation, when they then and there knew she was not employed there. They further
26 falsely and fraudulently caused to be submitted with the loan application fraudulent IRS Form

1 W-2s and pay check stubs from Almari Corporation.

2 e. The submission of the loan application and the material misrepresentations
3 relating to A.N.'s employment caused: (a) the escrow for the purchase of 32 East Serene, Unit 319
4 to be closed; (b) the mortgage loan to be issued from Direct Equity Mortgage; and (c) mailings to
5 be sent and wire communications to be made of matters related to the loan issued to finance 32
6 East Serene, Unit 319.

7 f. In addition to the foregoing, on or about the following dates, in furtherance
8 of the conspiracy and to effect the objects of the conspiracy, at least one member of the conspiracy
9 submitted, and caused to be submitted, a loan application and supporting documentation
10 containing materially false and fraudulent representations to obtain mortgage loans, and further
11 caused mailings to be sent and wire communications to be made of matters related to the loans, to
12 purchase the following properties:

<u>Date</u>	<u>Property</u>	<u>Mortgage Company</u>
01/28/08	32 East Serene, Unit #201, LV, NV	Direct Equity Mortgage
01/23/08	20 East Serene, Unit #201, LV, NV	Direct Equity Mortgage

16 g. In addition to the misrepresentations described above, the defendant and
17 his coconspirators diverted proceeds of the mortgages for their own use.

18 h. In all of the aforementioned actions the defendant acted with the intent to
19 defraud.

20 All in violation of Title 18, United States Code, Section 1349.

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FORFEITURE ALLEGATION ONE
Conspiracy to Commit Mail and Wire Fraud

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3 1. The allegations contained in Count One of this Criminal Information are hereby
4 realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to the
5 provisions of Title 18, United States Code, Section 982(a)(2).

6 2. Upon a conviction of the felony offenses charged in Count One of this Criminal
7 Information,

ANTHONY RUFO,

8 defendant herein, shall forfeit to the United States of America, any property constituting, or
9 derived from, proceeds obtained directly or indirectly as a result of violations of Title 18, United
10 States Code, Section 1341; Title 18, United States Code, Section 1343; or Title 18, United States
11 Code, Section 1349, a conspiracy to commit such offenses, a criminal forfeiture money judgment
12 up to \$300,000.00 in United States Currency.

13 3. If any property being subject to forfeiture pursuant to Title 18, United States
14 Code, Section 982(a)(2), as a result of any act or omission of the defendant –

- 15 a. cannot be located upon the exercise of due diligence;
16 b. has been transferred or sold to, or deposited with, a third party;
17 c. has been place beyond the jurisdiction of the court;
18 d. has been substantially diminished in value; or
19 e. has been commingled with other property that cannot be divided without
20 difficulty;

21 it is the intent of the United States of America, pursuant to Title 21, United States Code, Section
22 853(p) to seek forfeiture of any properties of the defendant up to \$300,000.00 in United States
23 Currency.

24 All pursuant to Title 18, United States Code, Section 982(a)(2); Title 18, United States
25 Code, Sections 1341, 1343, and 1349; and Title 21, United States Code, Section 853(p).
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FORFEITURE ALLEGATION TWO
Conspiracy to Commit Mail and Wire Fraud

1. The allegations contained in Count One of this Criminal Information are hereby realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of the felony offenses charged in Count One of this Criminal Information,

ANTHONY RUFO,

defendant herein, shall forfeit to the United States of America any property constituting, or derived from, proceeds traceable to violations of Title 18, United States Code, Section 1341; Title 18, United States Code, Section 1343; or Title 18, United States Code, Section 1349, a conspiracy to commit such offenses, a criminal forfeiture money judgment up to \$300,000.00 in United States Currency.

3. If any property subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendant-

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property that cannot be divided without difficulty;

it is the intent of the United States of America, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any properties of the defendant up to \$300,000.00 in United States Currency.

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2 All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United
3 States Code, Section 2461(c); Title 18, United States Code, Sections 1341, 1343, and 1349; and
4 Title 21, United States Code, Section 853(p).

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6 **DATED:** this 17th day of June, 2010.

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8 DANIEL G. BOGDEN
United States Attorney

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11 LUCAS M. FOLETTA
Assistant United States Attorney

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on, October 7, 2010, I deposited in the U.S. mail, postage prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing, NOTICE OF INTENT TO REVOKE MORTGAGE AGENT LICENSE AND NOTICE OF RIGHT TO REQUEST HEARING for ANTHONY P. RUFO and addressed as follows:

Anthony Rufo
Castle & Cooke Mortgage LLC
6900 Westcliff Drive, Suite 800
Las Vegas, NV 89145

Certified Receipt Number: 7008 1830 0002 7959 6403

Stacy Anderson
Castle & Cooke Mortgage LLC
2735 East Parley's Way, #305
Salt Lake City, UT 84109

Certified Receipt Number: 7008 1830 0002 7959 6410

DATED this 6th day of October, 2010

By: Susan Slack
Employee of the Division